

UNITED STATES DISTRICT COURT - SOUTHERN DISTRICT OF NEW YORK

JAMES FISCHER,

Plaintiff,

v.

VERIZON NEW YORK, INC., VERIZON
ONLINE LLC, JOHN DOES 1-10, JOHN
DOE ENTITIES 1-10

Defendants.

Case: 18cv11628

AMENDED COMPLAINT

James Fischer ("Plaintiff"), brings this Complaint for damages, injunctive relief, attorney's fees, if required, and other available legal and equitable remedies. This case arises from the illegal actions of Defendants (collectively, "Verizon") in persistently robocalling Plaintiff's home telephone, without prior express consent, in violation of the Telephone Consumer Protection Act, 47 USC §227 ("TCPA"), and the associated FCC regulations, 47 CFR §64.1200, et seq. Statutory jurisdiction exists for this Court to also hear claims under NY GBS §399-p. Plaintiff alleges as follows on personal knowledge as to himself and his own acts and experiences, and, as to all other matters, upon information in public records, the logs of Ooma, Inc (Plaintiff's telephone service provider), and on evidence to be presented at trial.

NY GBS §399-p and the TCPA

1. NY GBS §399-p regulates telemarketing. Violators are liable for damages in civil actions.
2. The TCPA prohibits the "initiat[ion of] any telephone call to any residential telephone line using an artificial or prerecorded voice to deliver a message without the prior express consent of the called party." 47 USC §227(b)(1)(B).
3. Congress specifically intended to protect consumers from exactly what Verizon did here:

“[t]echnologies that might allow consumers to avoid receiving such calls are not universally available, are costly, are unlikely to be enforced, or place an inordinate burden on the consumer.” (TCPA, Pub.Law No. 102–243, §11)

4. The TCPA provides that the FCC *“shall prescribe regulations to implement the requirements...”* in 47 USC §227(b)(2). Accordingly, the FCC wrote regulations for calls and messages using artificial/prerecorded voices in 47 CFR §64.1200.
5. The TCPA also includes a private right of action, actual damages, statutory damages, and also trebled statutory and actual damages.
6. In addition to the restrictions on automated telephone equipment use, the TCPA instructs the FCC to issue regulations to allow telephone subscribers *“to avoid receiving telephone solicitations to which they object”* in 47 USC §227(c)(1).
7. Accordingly, the FCC issued regulations prohibiting *“initiating any call for telemarketing purposes to a residential telephone subscriber unless [the] person or entity has instituted... ...procedures for maintaining”* a do-not-call list in 47 CFR §64.1200.
8. Relevant here, the regulations also require the telemarketer to (1) maintain its own internal do-not-call list, §64.1200(d)(6); and (2) honor a person's request not to be called, §64.1200(d)(3). Subsection (c) also includes a private right of action, actual and statutory damages, with trebled damages for *“each such violation”* of both the TCPA Statute and the FCC regulations.
9. H.R. 3541 became Public Law 110–187, the “Do-Not-Call Improvement Act of 2007” on 2/15/08, eliminating *“renewal”* of registrations every 5 years. One need only register once to permanently remain on the National Do Not Call Registry at <http://donotcall.gov>

The Parties

10. Plaintiff James Fischer lives in Manhattan, New York City, NY.

11. Defendant Verizon Online, LLC has its principal place of business at 22001 Loudoun County Parkway Ashburn, VA 20147, and is a Delaware Corporation, doing continuous and extensive business in New York.

12. Defendant Verizon New York Inc. is a corporation organized under the laws of the State of New York, with its office at 140 West St, New York, NY.

13. Verizon New York Inc is an Incumbent Local Exchange Carrier and a “common carrier” under Title II of the Communications Act of 1934, regulated by the FCC and the State of NY per 47 U.S.C. §151 et seq

14. Verizon Online, LLC is a “captive ISP” of the common carrier, providing the “data” portion of “FiOS” (Data, Telephone, and Television). It attempts to posture as a non-common carrier entity under Title II despite being a “captive” ISP and a wholly-owned subsidiary.

15. John Does 1-10 are employees and officers of Verizon and its subsidiaries who are individually jointly and severally liable for TCPA violations per 47 USC §217.

16. John Doe Entities 1-10 are subsidiaries, agents, and/or contractors of Defendants, or other Verizon companies who have not yet been identified as to their involvement and/or liability.

Jurisdiction and Venue

17. The NY State Superior Court has jurisdiction over the Defendants per CPLR §301. Venue is in New York County, the residence of the Plaintiff and Defendants’ headquarters and a primary place of business. If the Delaware Corporation is held to not have a New York

“place of business”, then NY CPLR 302(a)(3) applies, as Defendants committed tortious acts without the state causing injury to person or property within the state.

18. Defendants improperly removed this case to federal court, and this court lacks jurisdiction, but Plaintiff’s motion to remand has not yet been considered by this Court.

The Facts

19. On Jan 6, 2005, Plaintiff registered his home landline phone number “212-410-2200” on the National Do Not Call Registry.

20. The number remains on the DNC Registry to this day. This may be verified at

<http://www.donotcall.gov/confirm/conf.aspx>

21. In 2007, Plaintiff ported his family’s home phone service from Verizon to RCN.

22. Prior to porting, Verizon had provisioned the number at issue as a Residential Subscriber Line.

23. From 2001 until some point prior to 2007, Verizon had provisioned the number as a Business Subscriber Line.

24. The changes made by Verizon to the line provisioning proves actual specific knowledge by Verizon that the number in question was a Residential Subscriber Line as of 2007.

25. In 2009, Plaintiff ported the number at issue from RCN to Ooma.

26. Ooma maintains logs calls for Plaintiff’s phone extending back to at least 2011. These logs include the calling number when available, and caller-id information, when available.

27. These logs are created and stored by Ooma, even if, as in Plaintiff’s case, the customer’s phone does not have a caller-id display. Plaintiff was unaware of the call logging for years.

28. Plaintiff’s home landline served primarily as a “hotline” for calls from/about elderly parents, Plaintiff’s mother-in-law, in her 90s and living on her own in Bayonne NJ, Plaintiff’s parents,

in their 80s, in Virginia, and Plaintiff's wife, severely injured in 2008. The landline was also the first number to be called by hospitals, doctors, pharmacists, and a "Lifeline" service (panic buttons and fall-detection pendants worn by the elderly).

29. Plaintiff's personal and business phone calls were to and from his cell phone. Plaintiff did not give out the landline number, so as to keep it free for the use of family and doctors. Plaintiff's wife also used her cell phone, and did not give out the home landline number, not even to friends.

30. Plaintiff retired in 1993, and could answer the landline most of the day, forwarding calls to one cellphone or the other when he was out.

31. At some point after 2008, Verizon installed FiOS services in Plaintiff's co-op apartment building. This did not establish any relationship between Plaintiff and Verizon, but this did make co-op resident shareholders attractive targets for Verizon's marketing efforts.

32. Verizon was not given any resident contact information by the property management firm, by any building employee, or any resident, as the co-op has very a strict privacy policy and tight data-access controls. Regardless, commercial mailing-list brokers would have nearly everyone's names, addresses, and phone numbers, despite best efforts to keep such information private.

The Calls Made By Defendants Violated Multiple Statutes and Regulations

33. Starting in 2011, Plaintiff received "robocalls"- recorded messages selling Verizon services on his home landline. Each call was assumed to be a high-priority call from an elderly parent, or the Lifeline service.

34. Transcriptions are in Exhibit B, with YouTube links for audio. Exhibit C lists the calls.

35. Each robocall was a recording of a voice selling Verizon's products, a call made to Plaintiff's residence, dialed by a machine, and willfully made without Plaintiff's prior express consent. (see 47 USC §227 (b)(1)(B) and CFR §64.1200(a)(3)).

36. None of the robocalls complied with 47 USC §227(b)'s implementation In CFR §64.1200(a)(7)(i)(A), requiring that the recorded message include "*within two (2) seconds after the called person's completed greeting... the name... of the business, entity, or individual on whose behalf the call was placed*". "Verizon" is not a legal entity.

37. None of the robocalls complied with 47 USC §227(b)'s implementation In CFR §64.1200(a)(7)(i)(A), requiring that the recorded message include "*within two (2) seconds after the called person's completed greeting... the telephone number of the business, entity, or individual on whose behalf the call was placed*". The recordings gave a number, but at the very end of the message.

38. None of the robocalls complied with 47 USC §227 (b)'s implementation In CFR §64.1200(a)(7)(i)(A), requiring that the recorded message state that the call was for telemarketing purposes.

39. None of the robocalls complied with 47 USC §227 (b)'s implementation In CFR §64.1200(a)(7)(i)(B), requiring that the recorded message include an "*within two (2) seconds after the called person's completed greeting... an interactive voice- and/or key press-activated opt-out mechanism that enables the called person to make a do-not-call request prior to terminating the call*". A non-toll-free number was given to be added to a Do Not Call List at the end of the call.

40. Plaintiff called this “Do Not Call” number, only to be confronted with another computerized voice, offering no option to speak with a human. Plaintiff requested that the calls cease, following the instructions given, but the calls did not cease, indicating that Defendants did not properly maintain a Company Do Not Call List as required by 47 CFR §64.1200(d)(6) & 47 USC §227(c).

41. None of the robocalls complied with 47 USC §227 (b)’s implementation In CFR §64.1200(b)(1), requiring that the recorded message provide the “*identity of the caller*”. There is no entity named “Verizon” registered in any State. There are at least 40 entities that include “Verizon” in their name (see Exhibit D), and the past 4 months of discovery have been mooted by Defendants’ glacial follow-up on their claim that Plaintiff had not named the proper parties, and their fact-free “answer”.¹

42. None of the robocalls complied with 47 USC §227 (b)’s implementation In CFR §64.1200(b)(3), requiring that the recorded message include an “automated, interactive voice- and/or key press-activated opt-out mechanism”.

43. None of the robocalls complied with 47 USC §227 (b)’s implementation In CFR §64.1200(b)(3), requiring that the recorded message “also provide a toll free number that enables the called person to call back at a later time”. The number provided at the end of each call was not a toll-free number.

¹ Yet the same parties named in the initial complaint were named by the City of New York when they sued Verizon over the slow roll-out of FiOS, and by the PA Attorney General, when he sued over offers to give each new customer an Amazon Echo that never resulted in any free Amazon Echoes being delivered.

44. Each robocall was made despite the fact that Plaintiff's number had been on the federal Do Not Call List for years. (See 47 USC §227(c)(3)(F) and CFR §64.1200(c)(2)).

45. Defendants cannot claim "error" per CFR §64.1200(c)(1)(i), as they (a) had actual notice that the number they dialed had been a Residential Subscriber Line since at least 2007; (b) the number was on the Do-Not-Call list prior to their first call; (c) the address of record associated with the number (per the National 911 Profile Database and Defendants' own records) was exclusively residential; (d) Defendants' contract with 340 E 93rd St Corp, the co-op in which Plaintiff resides, clearly defined all apartments at that address as exclusively residential, with any businesses having addresses on 1st Ave, not 93rd St; (e) Defendants got calls to their automated opt-out number, and letters mailed to their headquarters address from Plaintiff demanding that they stop calling.

46. Defendants violated 47 USC §227(c)'s implementation in CFR §64.1200(d)(3), in that they failed to honor multiple residential subscriber do-not-call requests made via multiple methods (phone calls and letters).

47. None of the robocalls complied with 47 USC §227(c)'s implementation In CFR §64.1200(d)(4), requiring that the caller provide the "*name of the individual caller*". While the recordings did say, for example, "It's Kate from Verizon", the names were pseudonyms.

48. None of the robocalls complied with 47 USC §227(c)'s implementation In CFR §64.1200(d)(4), requiring that the caller provide the name of the "*entity on whose behalf the call is being made*". As discussed above, there is no entity named "Verizon".

49. Plaintiff sent a cease and desist letter to Verizon's NY's NYC headquarters (see Exhibit C). He also noted the dates and times of the Verizon robocalls, and recorded some.

50. The robocalls continued, unabated.

51. Plaintiff sent more C&D letters to Verizon, but none were ever even acknowledged (see Exhibit C).

52. Defendants thereby violated 47 USC §227(c)'s implementation In CFR §64.1200(d)(6), in that they did not maintain a record of a *"request not to receive further telemarketing calls"*.

53. Multiple robocalls were made each year between 2012 and 2017 inclusive, despite the listing of Plaintiff's number on the national Do Not Call List. See 47 USC §227(c)(5).

54. Plaintiff became so familiar with the voice of "Tracy from Verizon", he even noticed when a new actress with a different voice became the voice of the fictional "Tracy".

55. None of the calls included a mailing address (see NY GBL 399-p(3)(a)).

56. All robocalls were auto-dialed by a machine, or sequentially/randomly dialed by a machine, rather than manually dialed by a human (see NY GBL 399-p(4)).

57. Defendants' acts were, at all times, knowing and willful, as had actual knowledge that they were calling a Residential Subscriber Line.

58. All robocalls were made after Plaintiff's phone number had been on the Do Not Call List for multiple years.

59. Multiple robocalls were made each year between 2011 and 2017, inclusive.

60. At no time was Plaintiff's phone number provided to Verizon by Plaintiff or his wife.

61. At no time did Plaintiff or anyone else consent to calls of any type from Verizon.

62. Plaintiff wrote to the NY attorney general's office of consumer affairs, to no avail. Despite Plaintiff's repeated letters demanding that Verizon stop, at least 184 Verizon robocalls were made to Plaintiff's home landline between 2011 and the end of 2017.

63. In early 2018, Plaintiff was made aware of the TCPA's "private right of action". Plaintiff contacted Ooma, learned of Ooma's call logs, requested the logs, and prepared this action.

64. Plaintiff's contemporaneous notes of dates and times of calls match the Ooma call log for the Verizon robocalls, and the voice-mail messages left by robocalls when Plaintiff was out.

Defendants Are Well-Aware of the TCPA and NY GBS-399p, and their Illegal Robocalls Were Knowing, Deliberate, and Willful

65. Verizon is a phone company, and its web page about robocalls is here:

<http://verizon.com/about/news/there-are-options-for-blocking-robocalls>

66. On that page, Verizon sells profitable services claimed to help stop unsolicited calls and robocalls, such as "Caller Name ID" for \$2.99 per month, and "Nomorobo" for \$1.99 per month.

67. They also sell devices - the "CPR Call Blocker V5000" for \$99.99, and the "CPR Call Blocker Shield" for \$69.99.

68. Further, Verizon is a "common carrier". 47 USC 227(c)(3)(L) requires common carriers providing services to any person for the purpose of making telephone solicitations to notify such person of the requirements of the national do-not-call rules and the regulations. This clearly includes the case where Verizon is both the carrier and the telephone solicitor.

69. Verizon, both required to notify telemarketers of the TCPA, and also selling products to halt or block robocalls cannot claim "mistake" or "ignorance" when they cynically engage in their own robocalling for over 6 years, ignoring all demands to stop.

70. Further still, Verizon is a member of the "Robocall Strike Force" organized by the FCC to combat robocalls, per the FCC report available at <http://fcc.gov/file/12311/download>

71. This clear demonstration of actual knowledge of both the TCPA and NY law, combined with the selling of both goods and services to profit from their customers' anger and frustration

at unsolicited sales calls, leaves no room for any conclusion but that Verizon's acts in this regard were both actively "Willful" and "Knowing".

72. Defendants' culpable actions to generate new business from new prospective customers like Plaintiff were exactly the same actions from which they offer to "protect" their customers for a fee.

73. Defendants installed FiOS in Plaintiff's co-op apartment building, and made a premeditated deliberate choice to call (and mail) to "wear him down" sufficiently to try their FiOS services.

74. Given the limited roll-out of FiOS in NYC, Defendants would logically market only to households where FiOS was actually available, so the selection of Plaintiff's phone number for Verizon's robocalls was deliberate. It would make no sense to solicit households where FiOS service was not available, or to randomly call 212-area code numbers.

Vicarious Liability

75. The majority of violations at issue were initiated using Maryland phone numbers associated with Defendants. Some violations were initiated from Florida phone numbers associated with a subcontract call center. As all violations were initiated on behalf of the named "Verizon" Defendants, and the FCC has ruled that under principles of agency, there is vicarious liability for TCPA violations ², Defendants are vicariously liable where they are not directly liable for both the TCPA violations and the State law violations.

² In re Joint Petition Filed by Dish Network, LLC, 28 FCC Rcd. 6574 (2013)

Treble Damages Are Demanded For Defendants' Willful and Knowing Acts

76. The basis for treble damages in this case is the standard set forth in 47 USC §312(f),

"Administrative Sanctions", in the same section of the US Code as the TCPA:

(f) "Willful" and 'repeated' defined

For purposes of this section:

- a. The term "willful", when used with reference to the commission or omission of any act, means the conscious and deliberate commission or omission of such act, irrespective of any intent to violate any provision of this chapter or any rule or regulation of the Commission authorized by this chapter or by a treaty ratified by the United States.
- b. The term "repeated", when used with reference to the commission or omission of any act, means the commission or omission of such act more than once or, if such commission or omission is continuous, for more than one day."

Similar Causes of Action Under 47 USC §227, 47 CFR §64.1200, and NY GBS §399-p

77. 47 USC §227(b)(3) and (c)(5) explicitly allow Plaintiff to bring actions under both 47 USC and

47 CFR 64.1200, and allows trebled damages in both types of actions. The result is a

repetitive-looking set of causes of actions. As 47 USC §227(f)(1) states that the TCPA does

not preempt State law, violations of New York State law GBS §399-p are also pled.

78. NYCPLR §213(8) defines a 6-year statute of limitations for fraud, and as GBS §399-p is part

of the "*Consumer Protection from Deceptive Acts and Practices*" law, defining Defendants'

acts as fraud on consumers, confirming that a 6-year statute of limitations exists for all

causes of action herein. The TCPA's "otherwise permitted by state law" language dictates

TCPA suits be brought in state courts, applying state law, including state statutes of limitations.³

79. Both state and federal statutes of limitations are tolled per *American Pipe* in this case.

80. Exhibit A is a list of calls known to have been made by Defendants to Plaintiff.

1st Cause of Action - Recorded Voice Violations - 47 USC §227(b)(1)(B)

81. Plaintiff incorporates the preceding statements as if fully set forth herein.

82. Defendants initiated calls to 212-410-2200, a Residential Subscriber Line, to play recorded advertisements, without any prior consent.

83. For Defendants' recorded voice violations, Plaintiff seeks:

- a) Actual damages or \$500.00 in statutory damages for each violation, per 47 USC §227(b).
- b) Injunctive relief per 47 USC §227(b).
- c) Any other relief the Court may deem just and proper

2nd Cause of Action - Recorded Voice Violations – 47 CFR §64.1200(a)(3)

84. Plaintiff incorporates the preceding statements as if fully set forth herein.

85. Defendants initiated calls to 212-410-2200, a Residential Subscriber Line, to play recorded advertisements, without any prior consent.

86. As a result of Defendants' recorded voice violations of 47 CFR §64.1200(a)(3), Plaintiff seeks:

- a) Actual damages or \$500.00 in statutory damages for each violation, per 47 CFR §64.1200(a)(3), as called for in 47 USC §227(b)(3).
- b) Injunctive relief per 47 USC §227(b).
- c) Any other relief the Court may deem just and proper.

³ 47 USC 227(a)(3): "PRIVATE RIGHT OF ACTION.—A person or entity may, if otherwise permitted by the laws or rules of court of a State, bring in an appropriate court of that State..."

3rd Cause of Action – Failure to Provide the Name of the Calling Entity at the Start of the Call, §64.1200(a)(7)(i)(A) and 47 USC §227(b)

87. Plaintiff incorporates the preceding statements as if fully set forth herein.

88. Defendants' robocalls never identified the "*the entity... on whose behalf the call was placed*" as "Verizon" is not an entity. Accordingly, Plaintiff seeks:

- a) Actual damages or \$500.00 in statutory damages for each violation, per 47 USC §227(b).
- b) Injunctive relief per 47 USC §227(b).
- c) Any other relief the Court may deem just and proper.

4th Cause of Action – Failure to Provide the Phone Number of the Calling Entity at the Start of the Call, §64.1200(a)(7)(i)(A) and 47 USC §227(b)

89. Plaintiff incorporates the preceding statements as if fully set forth herein.

90. Defendants did not provide a phone number at the start of the call.

91. Accordingly, Plaintiff seeks:

- a) Actual damages or \$500.00 in statutory damages for each violation, per 47 USC §227(b).
- b) Injunctive relief per 47 USC §227(b).
- c) Any other relief the Court may deem just and proper.

5th Cause of Action - Failure to Disclose "Telemarketing Purpose" of Call at Start of Call, 47 CFR §64.1200(a)(7)(i)(A) and 47 USC §227(b)

92. Plaintiff incorporates the preceding statements as if fully set forth herein.

93. Defendants' robocalls did not "*disclose that the call was for telemarketing purposes*" at the start of the call, or at any point during the recording. Accordingly, Plaintiff seeks:

- a) Actual damages or \$500.00 in statutory damages for each violation, per 47 USC §227(b).
- b) Injunctive relief per 47 USC §227(b).
- c) Any other relief the Court may deem just and proper.

6th Cause of Action – Failure to Provide an Automated Opt-Out Mechanism 47 CFR §64.1200(a)(7)(i)(B)

94. Plaintiff incorporates the preceding statements as if fully set forth herein.

95. Defendants provided no automated opt-out mechanism at the start of the call, or at any time during the recording. Providing a phone number is not compliant with this requirement. Accordingly, Plaintiff seeks:

- a) Actual damages or \$500.00 in statutory damages for each violation, per 47 USC §227(b).
- b) Injunctive relief per 47 USC §227(b).
- c) Any other relief the Court may deem just and proper.

7th Cause of Action – Failure to Provide the Name of the Calling Entity, 47 CFR §64.1200(b)(1) and 47 USC §227(b)

96. Plaintiff incorporates the preceding statements as if fully set forth herein.

97. Defendants' robocalls never identified any entity registered with any state corporation commission, as "Verizon" is not an entity. Accordingly, Plaintiff seeks:

- a) Injunctive relief per 47 USC §227(b).
- b) Actual damages or \$500.00 in statutory damages for each violation, per 47 USC §227(b).
- c) Any other relief the Court may deem just and proper.

**8th Cause of Action – Failure to Provide an Automated Opt-Out Mechanism
47 CFR §64.1200(b)(3) and 47 USC §227(b)**

98. Plaintiff incorporates the preceding statements as if fully set forth herein.

99. Defendants provided no automated opt-out mechanism during the recording. Providing a phone number is not compliant with this requirement. Accordingly, Plaintiff seeks:

- a) Actual damages or \$500.00 in statutory damages for each violation, per 47 USC §227(b).
- b) Injunctive relief per 47 USC §227(b).
- c) Any other relief the Court may deem just and proper.

**9th Cause of Action – Failure to Provide a Toll-Free Number to Opt Out
47 CFR §64.1200(b)(3) and 47 USC §227(b)**

100. Plaintiff incorporates the preceding statements as if fully set forth herein.

101. Defendants provided no toll-free number connecting direction to an automated opt-out system during their recordings. Accordingly, Plaintiff seeks:

- a) Actual damages or \$500.00 in statutory damages for each violation, per 47 USC §227(b).
- b) Injunctive relief per 47 USC §227(b).
- c) Any other relief the Court may deem just and proper.

10th Cause of Action – Calling a Number On the Do Not Call List - 47 USC §227(c)(3)(F) and CFR §64.1200(c)(2)

102. Plaintiff incorporates the preceding statements as if fully set forth herein.

103. FCC regulations provide for a national do-not-call registry, and prohibit any such calls to any "residential telephone subscriber" listed on the registry. As a result of Defendants' violations of this requirement, Plaintiff seeks:

- a) Actual damages or \$500.00 in statutory damages for each violation, per 47 USC §227(c).
- b) Injunctive relief per 47 USC §227(c).
- c) Any other relief the Court may deem just and proper.

11th Cause of Action – Failure to Honor A Written Request to Not Call - 47 USC §227(c) and CFR §64.1200(d)(3)

104. Plaintiff incorporates the preceding statements as if fully set forth herein.

105. Defendants did not honor Plaintiff's three written requests that they stop calling. Accordingly, Plaintiff seeks:

- a) Actual damages or \$500.00 in statutory damages for each violation, per 47 USC §227(c).
- b) Injunctive relief per 47 USC §227(c).
- c) Any other relief the Court may deem just and proper.

12th Cause of Action – Failure to Provide Name of Individual Caller - 47 USC §227(b) and CFR §64.1200(d)(4)

106. Plaintiff incorporates the preceding statements as if fully set forth herein.

107. The names of the individual callers provided by Defendants were pseudonyms used by voice actors. Accordingly, Plaintiff seeks:

- a) Actual damages or \$500.00 in statutory damages for each violation per 47 USC §227(b).
- b) Injunctive relief per 47 USC §227(b).
- c) Any other relief the Court may deem just and proper.

13th Cause of Action – Failure to Provide the Name of the Calling Entity, 47 CFR §64.1200(d)(4) and 47 USC §227(b)

108. Plaintiff incorporates the preceding statements as if fully set forth herein.

109. Defendants' robocalls never identified any calling entity, as "Verizon" is not an entity.

Accordingly, Plaintiff seeks:

- a) Injunctive relief per 47 USC §227(b).
- b) Actual damages or \$500.00 in statutory damages for each violation, per 47 USC §227(b).
- c) Any other relief the Court may deem just and proper.

14th Cause of Action – Failure to Maintain a Company Do-Not-Call List, 47 CFR §64.1200(d)(6) and 47 USC §227(c)

110. Plaintiff incorporates the preceding statements as if fully set forth herein.

111. Plaintiff made multiple telephone and written requests that Defendants stop calling, but the continued calls proved that Defendants did not update their internal Do Not Call list, violating 47 CFR §64.1200(d)(6), in that they failed to maintain a Do-Not-Call List. Updating the list with requests to not call is basic to "maintaining the list". Plaintiff seeks:

- a) Injunctive relief, per 47 USC §227(c).
- b) Actual damages or \$500.00 in statutory damages for each violation, per 47 USC §227(c).
- c) Any other relief the Court may deem just and proper.

15th Cause of Action – Multiple Calls To A Number On the Do-Not-Call List - 47 USC §227(c)

112. Plaintiff incorporates the preceding statements as if fully set forth herein.

113. Plaintiff made multiple robocalls each year to Plaintiff's number, which was on the DNC list prior to all calls made. Plaintiff seeks:

- a) Injunctive relief, per 47 USC §227(c).
- b) Actual damages or \$500.00 in statutory damages for each violation, per 47 USC §227(c).
- c) Any other relief the Court may deem just and proper.

16th Cause of Action – Lack of Address Violations - NY GBS §399-p(3)

114. Plaintiff incorporates the preceding statements as if fully set forth herein.

115. The Telemarking promotion, regardless of where the robocalling equipment is located, is “within the state”, as it is on behalf of a NY business, selling to NY customers.

116. As none of Defendants’ robocalls included any mailing address at the end, or anywhere else in the message, in violation of NY GBS §399-p (3)(a), Plaintiff seeks:

- a) Actual damages or \$50.00 in statutory damages for each violation, per NY GBS §399-p(9)
- b) Per GBS §399-p(9), injunctive relief prohibiting such conduct in the future.
- c) Attorney’s fees, per GBS §399-p(9)
- d) Any other relief the Court may deem just and proper.

**17th Cause of Action – Auto/Sequential/Random Dialer Violations –
NY GBS §399-p(4)**

117. Plaintiff incorporates the preceding statements as if fully set forth herein.

118. As all of Defendants’ robocalls were clearly at least auto-dialed, perhaps sequentially dialed or randomly dialed, in violation of NY GBS §399-p(4), Plaintiff seeks:

- a) Actual damages or \$50.00 in statutory damages for each violation, per NY GBS §399-p(9) and NY GBS §399-p(4)
- b) Per GBS §399-p(9), injunctive relief prohibiting such conduct in the future.
- c) Attorney’s fees, per GBS §399-p(9)
- d) Any other relief the Court may deem just and proper.

Trebled Damages For Willful, Knowing Acts

119. As Defendants’ acts were at all times, willful per the regulator definition, and with clear prior knowledge of the basic fact that they were dialing a Residential Subscriber Line that was on the federal Do Not Call List, Plaintiff is entitled to trebled damages, per 47 USC §227(b), and 47 USC §227(c).

120. Trebled damages are also demanded for Defendants' knowing and deliberate violations of NY GBS §399.

For All Causes of Action

121. For all causes of action above, Plaintiff seeks pre- and post-judgment interest, and costs.

Trial By Jury

122. Plaintiff is entitled to, and requests a trial by jury.

Respectfully submitted, May 22, 2019

/s/ James Fischer
James Fischer
99 Wall St Suite 1956
New York, NY 10005
917-628-4052
jamesfischer@gmail.com

Exhibit A – Robo-Call Dates/Times Made by Defendants to Plaintiff

1. 2011-03-11 15:48:04	45. 2014-01-20 15:51:21	89. 2014-09-03 15:56:11
2. 2011-04-14 20:00:46	46. 2014-01-22 14:23:10	90. 2014-09-18 13:22:18
3. 2011-05-11 20:47:33	47. 2014-01-23 16:36:27	91. 2014-09-19 13:02:09
4. 2011-06-24 19:42:36	48. 2014-01-24 20:36:24	92. 2014-10-16 13:43:39
5. 2012-07-25 13:36:01	49. 2014-01-25 14:49:58	93. 2014-10-23 20:35:51
6. 2012-10-31 22:28:54	50. 2014-01-26 19:40:36	94. 2014-11-11 15:48:19
7. 2012-10-31 23:55:41	51. 2014-01-27 13:41:02	95. 2014-12-02 17:55:01
8. 2012-11-28 15:06:36	52. 2014-01-30 18:58:46	96. 2014-12-05 15:49:43
9. 2012-12-20 15:35:37	53. 2014-01-30 23:37:04	97. 2015-01-09 15:32:28
10. 2012-12-21 14:52:37	54. 2014-01-31 18:39:35	98. 2015-01-28 16:19:08
11. 2012-12-21 14:54:10	55. 2014-02-01 14:37:12	99. 2015-01-29 21:17:43
12. 2012-12-21 14:55:13	56. 2014-02-03 17:25:28	100. 2015-02-10 17:59:21
13. 2012-12-21 15:04:29	57. 2014-02-04 15:48:40	101. 2015-02-10 19:51:36
14. 2013-01-17 14:37:45	58. 2014-02-09 23:11:50	102. 2015-02-13 23:44:02
15. 2013-02-05 19:59:36	59. 2014-02-22 20:37:19	103. 2015-02-16 18:15:09
16. 2013-02-22 19:53:55	60. 2014-03-11 13:09:04	104. 2015-02-17 14:59:18
17. 2013-02-23 14:53:19	61. 2014-03-11 19:15:57	105. 2015-02-18 16:02:13
18. 2013-02-26 16:35:08	62. 2014-03-12 18:33:09	106. 2015-02-24 18:47:40
19. 2013-02-26 17:58:13	63. 2014-04-17 13:14:18	107. 2015-02-26 19:17:52
20. 2013-02-27 16:11:28	64. 2014-04-18 18:01:01	108. 2015-03-04 15:27:03
21. 2013-04-22 15:34:46	65. 2014-04-23 16:32:35	109. 2015-03-12 15:25:31
22. 2013-05-08 18:56:07	66. 2014-05-20 18:10:02	110. 2015-03-12 18:31:08
23. 2013-05-15 15:25:11	67. 2014-05-23 17:42:51	111. 2015-03-17 15:05:54
24. 2013-06-07 17:59:43	68. 2014-06-04 14:21:10	112. 2015-03-17 18:13:23
25. 2013-06-10 17:22:40	69. 2014-06-19 14:38:21	113. 2015-03-25 15:08:10
26. 2013-06-20 18:33:41	70. 2014-06-20 13:51:35	114. 2015-04-09 15:02:26
27. 2013-08-06 15:20:36	71. 2014-06-24 00:04:17	115. 2015-04-14 18:51:25
28. 2013-08-06 21:34:22	72. 2014-07-02 13:43:24	116. 2015-04-17 15:23:11
29. 2013-09-19 14:17:20	73. 2014-07-16 20:54:18	117. 2015-04-21 22:29:41
30. 2013-09-19 14:18:15	74. 2014-07-17 20:29:17	118. 2015-05-07 19:27:39
31. 2013-10-03 15:01:32	75. 2014-07-17 20:51:33	119. 2015-05-11 20:37:44
32. 2013-11-26 20:29:01	76. 2014-07-23 15:39:33	120. 2015-05-18 18:23:50
33. 2013-12-05 15:38:34	77. 2014-07-24 14:26:38	121. 2015-05-26 18:51:51
34. 2014-01-08 22:39:23	78. 2014-07-24 22:39:33	122. 2015-06-03 19:27:21
35. 2014-01-09 15:20:20	79. 2014-07-29 18:53:46	123. 2015-06-05 19:00:20
36. 2014-01-09 22:49:46	80. 2014-07-30 14:47:04	124. 2015-06-17 14:42:09
37. 2014-01-10 22:23:05	81. 2014-07-30 15:45:42	125. 2015-06-29 15:31:37
38. 2014-01-13 14:43:06	82. 2014-07-31 18:43:13	126. 2015-07-20 15:26:35
39. 2014-01-14 15:05:19	83. 2014-08-04 14:55:46	127. 2015-07-23 18:44:02
40. 2014-01-15 16:53:50	84. 2014-08-04 15:33:09	128. 2015-07-24 18:02:52
41. 2014-01-16 15:38:33	85. 2014-08-05 14:24:46	129. 2015-07-28 13:05:22
42. 2014-01-16 23:13:14	86. 2014-08-07 17:14:00	130. 2015-08-06 15:16:46
43. 2014-01-17 15:10:22	87. 2014-08-28 15:27:16	131. 2015-09-11 18:06:53
44. 2014-01-18 22:47:59	88. 2014-09-03 03:28:45	132. 2015-09-24 20:40:49

Exhibit A – Robo-Call Dates/Times Made by Defendants to Plaintiff

133. 2015-10-09 13:55:05	177. 2017-06-21 12:45:41
134. 2015-11-05 18:47:48	178. 2017-06-23 14:45:34
135. 2015-11-30 14:27:19	179. 2017-07-20 17:47:55
136. 2015-12-03 15:10:35	180. 2017-08-10 18:53:15
137. 2015-12-07 19:02:16	181. 2017-11-01 21:06:42
138. 2015-12-09 15:35:34	182. 2017-11-01 21:09:06
139. 2015-12-11 14:43:27	183. 2017-12-04 18:28:37
140. 2016-01-05 18:09:04	184. 2017-12-16 17:59:00
141. 2016-01-07 16:33:19	
142. 2016-01-14 20:18:07	
143. 2016-01-15 14:52:24	
144. 2016-01-20 18:38:06	
145. 2016-02-02 19:06:27	
146. 2016-02-08 16:33:56	
147. 2016-02-22 18:15:53	
148. 2016-02-22 18:16:21	
149. 2016-02-29 16:26:20	
150. 2016-03-08 19:15:02	
151. 2016-03-22 19:33:01	
152. 2016-04-06 14:42:45	
153. 2016-05-26 15:33:40	
154. 2016-06-01 17:28:24	
155. 2016-06-09 16:31:41	
156. 2016-06-09 16:49:15	
157. 2016-06-23 14:17:04	
158. 2016-07-22 15:04:52	
159. 2016-08-30 13:23:30	
160. 2016-09-14 19:35:00	
161. 2016-10-17 14:14:25	
162. 2016-10-25 14:32:43	
163. 2016-11-17 18:55:46	
164. 2016-12-08 15:37:11	
165. 2017-01-06 15:34:26	
166. 2017-02-03 19:47:53	
167. 2017-03-22 14:05:56	
168. 2017-04-04 16:13:00	
169. 2017-04-25 18:31:53	
170. 2017-05-11 18:42:37	
171. 2017-05-15 17:56:45	
172. 2017-05-15 20:28:22	
173. 2017-06-19 12:15:39	
174. 2017-06-20 12:09:20	
175. 2017-06-20 14:58:30	
176. 2017-06-20 17:09:38	

Exhibit B – Transcripts of Typical Robo-Calls Made by Defendants to Plaintiff

Each recorded call listed below can be played at the YouTube URL listed (<https://youtu.be...>)
Each is transcribed or otherwise described.

2012-11-28 10:08 <https://youtu.be/tvwr5EWzsUI>

Hi, this is Tracy from Verizon calling with great news for your business. Quantum, our newest fastest and reliable internet service is now available at your location with download speeds as high as 300 megabits per second and upload speeds as high as 65 megabits per second. Your organization, customers, and vendors can stay connected and do more business per second. Time is money. Quantum lets you upload and download large files amazingly fast, so you save time when you exchange information with customers. There's never been a better time to switch to Verizon and sign up for the Verizon Quantum solutions for business bundle starting as low as \$109.99 with a two-year term plus taxes and fees, press any key now to speak to a Verizon representative and upgrade to Verizon Quantum or call 888-740-7266 for details and to schedule a convenient installation appointment. If you want to be placed on the Do Not Call list, please dial 410-910-0614.

2012-12-20 10:37 <https://youtu.be/8Wv1Khb1RgI>

Same as above

2013-02-27 13:02 <https://youtu.be/S9m1pTprYIE>

Same as above

2013-05-15 13:02 <https://youtu.be/NYaekNrA7D8>

Same as above, but \$114.99 price

2013-06-07 13:02 <https://youtu.be/-oFwaFmbmz8>

Same as above, but not "newest", and different voice, DNC number 410-910-0690

2013-06-20 13:00 <https://youtu.be/4Kur5yPUYBE>

Same as above, but \$114.99 is for "50 over 25 megabits per second" service

2013-08-06 11:22 <https://youtu.be/F3l-7Ohfe6I>

Hi, this is Tracy from Verizon calling with great news for your business. Quantum, our fastest reliable internet service is now available at your location. Quantum lets you upload and download large files amazingly fast saving you time when exchanging information with customers and vendors, letting you do more business per second. Verizon's There's never been a better time to switch to Verizon and sign up for the Verizon solutions for business bundle starts as low as \$114.99 a month for 50 over 25 megabits per second service with a two-year term plus taxes and fees. And when you switch to Verizon, you'll get a written price quote of the monthly charges, plus a written receipt of exactly what you ordered, so there'll be no surprises. Press 1 now to speak to a Verizon representative and upgrade to Verizon Quantum

Exhibit B – Transcripts of Typical Robo-Calls Made by Defendants to Plaintiff

or call 888-740-7266 for details and to schedule a convenient installation appointment. If you would like to be placed on the Do Not Call List please dial 410-910-0614.

2013-10-03 11:03 <https://youtu.be/NyDLQyN0iAs>

Hi, this is Tracy from Verizon. FiOS Quantum, our fastest internet service is available at your business location. Press any key now to learn more about FiOS Quantum starting as low as \$79.99 a month with a two-year term plus taxes and fees, the Verizon solutions for business bundle with 50 over 25 megabits per second speed will transform the way you do business with unstoppable power and supercharged speed. FiOS Quantum internet comes with our worry free 30 day money back guarantee, professional on-site installation, live 24/7 Tech Support to keep your business running, and a written price quote so they'll be no surprises, press any key to speak to a Verizon representative or call 866-408-9290 to learn more. If you'd like to be placed on the Do Not Call List dial 410-910-0690.

2013-12-05 10:40 <https://youtu.be/VlIVzMd5-nE>

Same as above

2014-03-12 14:34 https://youtu.be/_XhZeusBsnE

Hello from Verizon. Don't miss this chance to sign up for the FiOS solutions for business bundle. We'll include a free wireless router. If you sign up by March 15th, that's a \$149 value. Press any key now to sign up the solutions for business bundle with internet and two phone lines starting as low as \$119.99 a month with a two-year term plus taxes and fees. Well waive the activation fees and give you a written price quote of your monthly charges so there'll be no surprises. Press any key to speak to a Verizon representative or call 888-378-1831. Hurry, offer ends, March 15th. To be placed on the Do Not Call List dial 410-910-0690.

2014-05-23 13:44 <https://youtu.be/DGaGSLPYAZ4>

Hello from Verizon. Three words every small business owner likes to hear - no annual contract. Press any key now to get our 50 over 25 megabits per second FiOS internet and phone with no annual contract required and a one-year price guarantee a second basic phone line is included or choose a two-year agreement and get a \$25 discount with a 2-year price guarantee, press any key to speak with a Verizon representative or call 888-378-1831. We put it in writing, so there'll be no surprises. To be placed on the Do Not Call List dial 410-910-0690.

2014-06-19 10:40 <https://youtu.be/PbgFqBOXP7o>

Same as above

2014-07-02 9:45 <https://youtu.be/SdqYWILOMdg>

Same as above, but "additional \$25 discount"

2014-08-05 10:26 <https://youtu.be/dZhb76Q1Ji4>

Exhibit B – Transcripts of Typical Robo-Calls Made by Defendants to Plaintiff

Exciting news from Verizon - get a \$300 Visa gift card when you purchase FiOS Quantum with a two-year term agreement. Press any key now to obtain a written price quote on the solutions for business bundle starting as low as \$124.99 a month plus taxes and fees with a two-year term. Press any key to speak with a business consultant to order Verizon Quantum. Get a \$300 Visa gift card and ask about our free Verizon Wireless tablet offer, or at your convenience call 888-378-1831. To be placed on the Do Not Call List dial 410-910-0690.

2014-09-19 9:03 <https://youtu.be/kvO6kGe4KDA>

Same as above

2014-10-16 9:45 <https://youtu.be/SxkIFwdlrl6I>

Same as above , but no “term”, just “2 year agreement” in first line

2014-12-05 10:51 https://youtu.be/EmXXtIUTH_M

Exciting news from Verizon - get a \$300 Visa prepaid card when you purchase files Quantum with a two-year agreement. Press any key now to obtain a written price quote on the solutions for business bundle starting as low as \$134.99 a month plus taxes fees and equipment with a two-year term. Only Verizon FiOS comes with speed match. Get upload speeds as fast as download speeds. Send a customer proposal, download a training video or backup files to the cloud, all in a flash. Don't settle for less than 100% of the internet, press any key to speak with a business consultant to order Verizon Quantum. Get a \$300 Visa prepaid card or at your convenience call 888-378-1831. To be placed on the Do Not Call List dial 410-910-0690.

2015-01-09 10:34 <https://youtu.be/peDNvX9C1f8>

same as above, but no “speak with a business consultant to”

2015-02-26 14:19 <https://youtu.be/NA5mxaML8n4>

Geat deal from Verizon- get files Quantum Internet 50 over 50 meg at a great price of \$84.99 a month plus taxes fees and equipment with a two-year agreement, so you can be small business ready. Now featuring speed Match - upload speeds as fast as download speeds, press any key to take advantage of this amazing offer and FiOS's blazing fast speeds, press any key to speak with a business consultant or call 888-378-1831. Hurry offer ends, March 21st. To be placed on the Do Not Call List dial 410-910-0690.

2015-03-12 14:33 https://youtu.be/N_CyK3K-sM4

Hello from Verizon. This is your last chance to take advantage of this great offer to save an additional \$15 per month for two years off the FiOS Solutions for Business bundle. Press any key now to save an additional \$15 per month for the Solutions for Business bundle with internet and two phone lines. With the extra savings, prices start as low as \$84.99 a month with a two-year term plus taxes and fees a total Savings of \$360. We'll provide you with a written price quote, so they'll be no surprises. Press any key to speak with a Verizon representative or call 888-378-1831. Hurry offer ends, March 21st. To be placed on the Do Not Call List dial 410-910-0690.

Exhibit B – Transcripts of Typical Robo-Calls Made by Defendants to Plaintiff

2015-06-03 15:29 <https://youtu.be/NAwiaFKHz7E>

Free speed upgrade from Verizon! Purchase a FiOS bundle with a two-year agreement and we'll double the speed for free. FiOS TV is also available for as little as \$4.99 extra per month. Press any key to order FiOS Quantum 50 over 50 internet and two phone lines for \$99.99 a month the price of 25 over 25 internet a savings of \$480 over two years. And now we offer Verizon's premium tech support live 24/7 Tech Support to resolve computer viruses, malware, spyware, and other dangerous intrusions on all your business devices. Press any key to learn more and to get a free speed upgrade when you order a FiOS internet and phone bundle with a two-year term. Or at your convenience call 888-744-0711. Hurry offer ends June 27th. To be placed on the Do Not Call List dial 410-910-0690.

2015-08-06 11:18 <https://youtu.be/VSeGdoloNfk>

Great news from Verizon! Get a \$300 Visa prepaid card when you purchase FiOS Quantum with a two-year agreement. Press any key now to obtain a written price quote on the 50 over 50 meg FiOS bundle. Only Verizon FiOS comes with speed match - get upload speeds as fast as download speeds FiOS TV is also available for an additional \$4.99 extra per month. We also offer unlimited 24/7 US based tech support for computer troubleshooting, device setup, data network, software, programs, tablets, smartphones, and more for just \$5 more per month with Verizon's premium tech support. Press any key now and get a \$300 Visa prepaid card when you order a FIOS internet and phone bundle with a two-year term or at your convenience call 888-744-0711. Hurry, offer ends September 19th. To be placed on the Do Not Call List dial 410-910-0690.

2015-09-11 14:08 <https://youtu.be/b3q3iCFtLwU>

Great news from Verizon. Get a \$300 Visa prepaid card when you purchase FiOS Quantum with a two year agreement. Press any key now to obtain a written price quote on the 50 over 50 meg files bundle. Only Verizon FiOS comes with speed match - get upload speeds as fast as download speeds. FiOS TV is also available for an additional \$4.99 extra per month. We also offer unlimited 24/7 US based tech support for computer troubleshooting, device setup, Data Network, software Programs, tablets, smartphones, and more for just \$5 more per month with Verizon's premium tech support. Press any key now and get a \$300 Visa prepaid card when you order a FiOS internet and phone bundle with a two-year term. Or at your convenience call 888-378-1831. Hurry offer ends, September 19th. To be placed on the Do Not Call List dial 410-910-0690.

2015-10-09 9:57 <https://youtu.be/p6ozmIaMnM>

Really important news from Verizon. If you ever thought about getting FiOS, now's the time. Save \$40 a month on the 50 / 50 meg FiOS Quantum bundle with a two-year term. That's a \$960 savings over two years. Press any key now to obtain a written price quote. Don't miss out on Verizon's new business digital voice 50 / 50 meg bundle only \$69.99 a month with a two-year agreement plus get a \$250 Visa prepaid card. Business digital voice seamlessly integrates your office and mobile phone, so you can leave your office and switch to your mobile device

Exhibit B – Transcripts of Typical Robo-Calls Made by Defendants to Plaintiff

without interrupting the call you're on. Only Verizon FiOS has upload speeds as fast as download speeds, ranked number one internet for business by PC Mag and highest in customer satisfaction with very small business wireline service two years in a row by JD Power. Press any key now and get a \$250 Visa prepaid card when you purchase a FiOS Quantum Internet and phone bundle with a two-year term. Or, call 888-882-0071. Terms apply. To be placed on the Do Not Call List dial 410-910-0690.

2015-11-05 13:50 <https://youtu.be/pDBwYvP7Lcw>

Same as above

2015-12-03 10:12 <https://youtu.be/DlbzVku4d38>

Same as above

2016-01-20 13:40 <https://youtu.be/OGcaWn08UFY>

Don't miss out on our dynamic duo - Verizon FiOS and business digital voice 50 meg bundle. \$69.99 a month with a two-year agreement plus get a \$250 Visa prepaid card, press any key to combine FiOS 50 mag internet with business digital voice for \$69.99 a month with a two-year agreement plus taxes fees and Equipment. Experience the advantages of seamlessly integrating your office and mobile phones. So you can leave your workplace and switch to your mobile device without interrupting the call you're on. only Verizon FiOS his upload speeds as fast as download speeds and the fastest Wi-Fi, ranked number one internet for business by PC mag and highest in customer satisfaction with very small business Wireline service two years in a row by JD Power. We eliminate any guesswork by giving you a price quote that covers your total monthly charges for two years press any key now and get a \$250 Visa prepaid card when you purchase a 50 meg FiOS internet and phone bundle with a 2-year term. Or, at your convenience call 888-882-0071. Terms apply. To be placed on the Do Not Call List dial 410-910-0690.

2016-03-22 15:35 <https://youtu.be/HdB5yuqNbrA>

Same as above with "offer ends April 2nd"

2016-04-06 10:44 <https://youtu.be/6SXVKFZxnFw>

Hello, it's Verizon! FiOS internet and business digital voice are available at your business location and will give you the speed you need as your company grows. Press any key, and a small business expert will help you discover how FiOS provides 99.9% network reliability and the fastest Wi-Fi. So you and your customers can stay connected. More devices need more bandwidth and speed faster uploads are critical for efficient file backups and upload speeds as fast as download speeds can save precious business time every day. Combine FiOS Internet with business digital voice and enjoy the advantages of seamlessly integrating your office and mobile phones allowing you to leave your workplace and switch to your mobile device without interrupting the call you're on. Press any key and a Verizon small business expert will gladly provide you all the details you need to get started, including how you can get a

Exhibit B – Transcripts of Typical Robo-Calls Made by Defendants to Plaintiff

\$150 Visa prepaid card when you sign up for FiOS internet and phone with a 2-year agreement, or at your convenience, call 888-882-0071. Terms apply. To be placed on the Do Not Call List dial 410-910-0690.

2016-06-23 10:19 <https://youtu.be/pzHXpEH-1Lc>

Same as above

2016-09-14 15:37 <https://youtu.be/LwhyGVwGErc>

Hello, it's Verizon! FiOS internet and business digital voice are available at your business location. Get a credit of up to \$500 to cover early termination fees from your current provider when you switch to Verizon. Press any key to discover FiOS's 99.9% network reliability and the fastest Wi-Fi available. We'll waive the activation fee when you purchase a FiOS internet and phone bundle with a 2-year agreement. Experience the advantages of seamlessly integrating your office and mobile phone, so you can exit your workplace, switch to your mobile device and not interrupt the call you're on. Confident you'll love FiOS, we'll credit you up to \$500 in early termination fees from your current provider when you switch to a Verizon bundle with a 2-year agreement. Once connected, experience feature-packed phone bundles with ultra-fast speeds for both upload and download. Press any key to speak with a Verizon small business expert get the details and get wired for success. Or, at your convenience, call 888-882-0071. Terms apply. To be placed on the Do Not Call List dial 410-910-0690.

2016-10-25 10:34 https://youtu.be/yDve_0g043U

Same as above, except "Get credited" rather than "get a credit", "by Nov 5th", "services" rather than "bundles"

2016-12-08 10:39 <https://youtu.be/pWBqzpaXY4o>

When it comes to running a small business, you need a network you can rely on, and Verizon delivers 99.9% network reliability for both internet and phone so you can get it all done. Press any key - get a 75 Meg FiOS bundle for \$74.99 a month plus taxes fees and equipment with a 2-year agreement. We'll credit you up to \$500 to cover early termination fees from your current internet provider. We also eliminate any guesswork by providing a price quote that covers your total monthly charges for two years. Discover how FiOS is not cable. It's wired differently with a 100% fiber-optic network that provides the fastest Wi-Fi available and equally fast download and upload speeds. Let your business run more smoothly with FiOS's dedicated internet path. Press any key to speak with a Verizon small business expert get the details on how fiber optics work better for business and ask how you can get a \$200 Visa prepaid card. Or, at your convenience, call 888-882-0071. Terms apply. To be placed on the Do Not Call List dial 410-910-0690.

2017-01-06 10:36 <https://youtu.be/0DO9HU3oS1o>

Same as above

2017-02-03 14:50 <https://youtu.be/rRvTFIHZTAo>

Exhibit B – Transcripts of Typical Robo-Calls Made by Defendants to Plaintiff

You need a network you can rely on, and Verizon delivers 99.9% Network reliability for both internet and phone so you can get it all done. Press any key - get a 75 Meg FiOS bundle for \$74.99 a month plus taxes fees and equipment with the two-year agreement. We'll give you a written price quote and credit you up to \$500 to cover early termination fees from your current internet provider. Need more speed? We didn't just change what fast means, we reinvented it with our 750 meg instant internet delivered over a 100% fiber optic network, Instant Internet enables you to completely download a multi-page presentation deck or video in an instant. Instant is making fast a thing of the past. Discover how FiOS is not cable. It's wired differently with a 100% fiber-optic network that provides the fastest Wi-Fi available in equal upload and download speeds, something cable can't match. And with all your all your business is doing online, and all the devices you're connecting with, it may be exactly what your business needs. Press any key - speak with a Verizon small business expert, or, at your convenience, call 877-483-6696, and ask how you can get a \$200 Visa prepaid card. Actual speeds may vary and are not guaranteed. Terms apply. To be placed on the Do Not Call List dial 410-910-0690.

2017-03-22 10:07 https://youtu.be/Q_v1DeVOPNY

Hi, I'm Kay with Verizon. Don't miss out on this limited time offer a purchase a files bundle with a two-year agreement with any internet speed up to 750 megabits per second and get two months free. That's right. Any FiOS internet speed plus one phone line with unlimited Nationwide calling free for two months. Press any key to take advantage of this amazing two months free offer. When you purchase a FiOS internet and phone bundle with a two-year agreement, we'll also credit you up to \$500 to cover early termination fees from your current internet provider. Press any key – a Verizon business expert will be happy to get you started. Or, at your convenience, call 888-415-8035. Hurry, offer ends April 8th. Actual speeds may vary and are not guaranteed. Terms apply. To be placed on the Do Not Call List dial 410-910-0690.

2017-05-11 14:44 https://youtu.be/2XAh_Zm1I7g

Hi, I'm Kay with Verizon. No matter what kind of small business you have, you need a network you can depend on. Press any key. There's never been a better time to switch to consistently fast symmetrical internet speeds. Get a \$150 Visa prepaid card when you get a 150 Meg internet and voice bundle or a \$300 Visa prepaid card when you get a 300 Meg FiOS internet and voice bundle with a two-year agreement. Business digital voice now has enhanced voice features, all at a great price. Terms apply, press any key to speak with a business expert, or at your convenience call 877-483-6696. Get more bandwidth and be ready for growth. To be placed on the Do Not Call List dial 410-910-0690.

2017-0623 10:47 <https://youtu.be/SygzWKZEF3I>

Same as above, but "call 888-882-0071"

Exhibit C – Correspondence To Verizon

12/15/11

Verizon
Do Not Call Department
140 West St
New York, NY 10013

Sirs:

I have called your "Do Not Call" number as given in your recorded sales messages multiple times. I have followed the instructions to add my number to your do not call list, but the recorded messages trying to sell me "FiOS" have not stopped.

Please stop calling my home. The number is 212-410-2200.

Thank you for your time.

James Fischer

340 E93 NYC

212-410-2200

Exhibit C – Correspondence To Verizon

11/20/12

Verizon
Do Not Call Department
140 West St
New York, NY 10013

Sirs:

I am writing a third time to demand a halt to the regular calls being made to my home in attempts to sell your “FiOS” service.

I have called your “Do Not Call” number as given in your recorded sales messages many times, but the automated calls trying to sell me “FiOS” have not stopped.

If there ever was any hope of my trying your service, the ongoing calls make it certain that I will not do business with you.

Stop calling my home. The number is 212-410-2200.

James Fischer

340 E93 NYC

212-410-2200

Exhibit D – Entities Who Could Be “Verizon” Registered with NY Dept of State

1. VERIZON AIRFONE INC.
2. VERIZON AND REDBOX DIGITAL ENTERTAINMENT SERVICES, LLC
3. VERIZON BUSINESS NETWORK SERVICES INC.
4. VERIZON BUSINESS PURCHASING LLC
5. VERIZON CAPITAL CORP.
6. VERIZON COMMUNICATIONS INC.
7. VERIZON CONNECT FLEET USA LLC
8. VERIZON CONNECT INC.
9. VERIZON CONNECT NWF INC.
10. VERIZON CONNECT TELO INC.
11. VERIZON CONNECTED SOLUTIONS INC.
12. VERIZON CORPORATE RESOURCES GROUP LLC
13. VERIZON CORPORATE SERVICES GROUP INC.
14. VERIZON CREDIT INC.
15. VERIZON DATA SERVICES LLC
16. VERIZON DIGITAL MEDIA SERVICES INC.
17. VERIZON FEDERAL INC.
18. VERIZON FOUNDATION
19. VERIZON HEARST MEDIA PARTNERS, LLC
20. VERIZON INFORMATION TECHNOLOGIES LLC
21. VERIZON LONG DISTANCE LLC
22. VERIZON MEDIA LLC
23. VERIZON NETWORK INTEGRATION CORP.
24. VERIZON NEW ENGLAND INC.
25. VERIZON NEW YORK INC.
26. VERIZON ONLINE LLC
27. VERIZON PATENT AND LICENSING INC.
28. VERIZON SELECT SERVICES INC.
29. VERIZON SERVICES CORP.
30. VERIZON SERVICES ORGANIZATION INC.
31. VERIZON SMART COMMUNITIES LLC
32. VERIZON SOLUTIONS, INC.
33. VERIZON SOURCING LLC
34. VERIZON TELEPRODUCTS CORP.
35. VERIZON TURNKEY SERVICES LLC
36. VERIZON WASHINGTON, DC INC.
37. VERIZON WIRELESS (VAW) LLC
38. VERIZON WIRELESS NETWORK PROCUREMENT LP
39. VERIZON WIRELESS OF THE EAST LP
40. VERIZON WIRELESS SERVICES, LLC